

BEFORE
THE PUBLIC SERVICE COMMISSION OF
SOUTH CAROLINA
DOCKET NO. 2021-263-T - ORDER NO. 2021-729
NOVEMBER 24, 2021

IN RE: Application of Willie Banks d/b/a Its About) ORDER GRANTING
Time Delivery for Class E (Household Goods)) CLASS E HOUSEHOLD
Certificate of Public Convenience and) GOODS CERTIFICATE
Necessity for Operation of Motor Vehicle)
Carrier)

I. INTRODUCTION

This matter comes before the Public Service Commission of South Carolina (“Commission”) on the Application of Willie Banks d/b/a Its About Time Delivery (hereinafter referred to as “About Time” or “Applicant”). By its Application, About Time requests a Class E Certificate of Public Convenience and Necessity (“CPCN”) with authority to render household goods motor carrier services on a statewide basis.

II. FACTS AND PROCEDURAL HISTORY

About Time, a sole proprietorship, filed an Application for a Class E Certificate of Public Convenience and Necessity with the Commission on August 11, 2021. On August 30, 2021, Charles L.A. Terreni, Esquire, filed a Notice of Appearance on behalf of About Time. Thereafter, the Applicant submitted its proposed Tariff and Bill of Lading. An updated Tariff was filed by the Applicant on October 22, 2021, followed by a subsequent revised Tariff on November 1, 2021.

The Clerk’s Office of the Commission instructed About Time to publish the Notice of Filing (“Notice”) in newspapers of general circulation in the areas affected by the

Application by September 2, 2021. The Notice provided information regarding the nature of the proceeding and advised any person desiring to participate as a party of record to file a Petition to Intervene on or before September 23, 2021. The Commission also required Applicant to provide proof of publication no later than September 23, 2021. Within the applicable timeframe, on September 13, 2021, About Time filed proof of publication, confirming the Notice was published in *The Post and Courier*. No party intervened.

The Office of Regulatory Staff (“ORS”), a party of record pursuant to section 58-4-10 of the South Carolina Code of Laws (Supp. 2020), filed a Notice of Appearance of Alexander W. Knowles, Esquire, and Nicole M. Hair, Esquire, on August 12, 2021. ORS notified the Commission it did not intend to file testimony in the docket on October 25, 2021; however, it reviewed the Application and was of the opinion About Time would meet the “fit, willing, and able” requirements of S.C. Code Ann. Regs. 103-133 (2012). ORS also stated it would ensure the Applicant complied with all applicable statutes and regulations and any conditions established by the Commission before issuing the certificate, if approved.

The Commission held the evidentiary hearing virtually on October 26, 2021, at 10 a.m. The Honorable Justin T. Williams presided. Mr. Terreni represented the Applicant and Ms. Hair represented ORS. The Applicant offered the testimony of Mr. Willie Banks, the owner of About Time. The affidavit¹ of the shipper witness, Leon Scott, was also entered into evidence by the Applicant. ORS Witness Thomas McGill, Assistant Manager

¹ Shipper Witness Leon Scott was permitted to present testimony by affidavit pursuant to Order No. 2021-139-H.

of Safety, Transportation, and Emergency Response with ORS was available to testify. ORS submitted into evidence its letter dated October 25, 2021, regarding its review that the Applicant was fit, willing and able as required of a Household Goods Mover under the provisions of S.C. Code Ann. Regs. 103-133 (2012). A revised Tariff was filed by the Applicant following the hearing. Ultimately, six (6) hearing exhibits are part of the hearing record before the Commission, including the late-filed amended tariff.

III. EVIDENCE OF RECORD

The Application and evidence presented at the hearing established the Applicant is financially sound, as set forth in its Financial Statement, has multiple vehicles² designated for use in its moving business, has obtained an insurance quote for liability and cargo insurance, and has a plan to provide services on a statewide basis.

The Applicant offered the testimony of its owner, Willie Banks, who testified about his business plan and the need for quality movers in his area. Mr. Banks testified that he was aware of and intended to comply with the Commission's regulations concerning household goods movers. He also testified about his experience as a truck driver and his desire to grow About Time with his family's support. Mr. Banks' pre-filed testimony was entered into evidence, along with his ten-year driving record.

The Applicant's Amended Application, Bill of Lading, and proposed Tariff were all made a part of the record. The shipper witness affidavit was also introduced into evidence, which described the need for an additional household goods mover in South Carolina. ORS admitted into evidence its correspondence from October 25, 2021,

² The Applicant states it possesses a 2000 GMC C-Series box truck and a 2004 Isuzu box truck.

regarding its inspection of the Applicant's records and equipment. As previously noted, ORS opined About Time will meet the fit, willing, and able standard set forth in the South Carolina Code of Regulations.

IV. APPLICABLE LAW

The Commission has the authority to approve the classification of every motor carrier in South Carolina, as established in Section 58-23-1010 of the South Carolina Code of Laws (2015). Under this authority, the Commission can fix or approve just and reasonable rates, fares, and charges upon a showing that the applicant is fit, willing, and able to appropriately perform the proposed service and that public convenience and necessity are not already being served in the territory by existing authorized service. S.C. Code Ann. § 58-23-1010 (2015); S.C. Code Ann. Regs. 103-133(1) (2012); S.C. Code Ann. Regs. 103-192 (2012). The South Carolina Code of State Regulations (2012) requires:

A Class E motor carrier is a common carrier of property (household goods or hazardous waste for disposal) by motor vehicle including a motor vehicle containing goods packed by a packing service. A Class E motor carrier must obtain either a Certificate of [Public Convenience and Necessity] or [fit, willing, and able] from the ORS after approval by the commission.

S.C. Code Ann. Regs. 103-114 (2012).

Pursuant to Section 58-23-260 of the South Carolina Code of Laws (2015), ORS, “upon order of the commission, may issue a certificate E for property-carrying vehicles which will not operate upon any particular route or schedule.” Furthermore, the statutory provisions governing Classes A and C certificates also apply to Class E certificates. § 58-23-280. Section 58-23-330 sets forth the grounds on which the Commission may approve or deny the issuance of a certificate:

[a]n applicant applying for a certificate . . . may be approved upon a showing based on criteria established by the commission that the applicant is fit, willing, and able to perform appropriately the proposed service. If an intervenor shows or if the commission determines that the public convenience and necessity is being served already, the commission may deny the application.

Id.

Section 58-23-590 establishes:

(A) The commission must promulgate regulations necessary to control entry and certification standards, set rates and charges, and establish enforcement procedures and powers to govern the operations of carriers of household goods and hazardous waste for disposal.

. . .

(C) The Office of Regulatory Staff must issue a common carrier certificate or contract carrier permit of public convenience and necessity, upon order of the commission, if the applicant proves to the commission that:

1. it is fit, willing, and able to properly perform the proposed service and comply with the provisions of this chapter and the commission's regulations; and
2. the proposed service, to the extent to be authorized by the certificate or permit, is required by the present public convenience and necessity.

The commission shall adopt regulations that provide criteria for establishing that the applicant is fit, willing, and able, and criteria for establishing that the applicant must meet the requirement of public convenience and necessity. The determination that the proposed service is required by the public, convenience and necessity must be made by the commission on a case-by-case basis.

S.C. Code of Laws Section 58-23-590 (2015).

Regulation 103-133(1) establishes the proof an applicant for a Class E Certificate must provide to the Commission to give the Commission justification for approving the application:

An application for a Certificate of [Public Convenience and Necessity] . . . to operate as a carrier of household goods . . . by motor vehicle may be approved upon a showing that the applicant is fit, willing, and able to appropriately perform the proposed service and that the public convenience and necessity are not already being served in the territory by existing authorized service. . . . The following criteria should be used by the commission in determining that an applicant for motor carrier operating authority is fit, willing, and able to provide the requested service to the public:

- a. FIT. The applicant must demonstrate or the commission determines that the applicant's safety rating is satisfactory. This can be obtained from U.S.D.O.T. and S.C.D.P.S. safety records. Applicants should also certify that there are no outstanding judgments pending against such applicant and that applicant is financially fit to do business as a certified carrier. The applicant should further certify that he is familiar with all statutes and regulations, including safety regulations, governing for-hire motor carrier operations in South Carolina and agree to operate in compliance with these statutes and regulations.
- b. ABLE. The applicant should demonstrate that he has either purchased or leased on a long-term basis, necessary equipment to provide the service for which he is applying. Thirty days or more shall constitute a long-term basis. The applicant must undergo an inspection of all vehicles and facilities to be used to provide the proposed service. The applicant should also provide evidence in the form of insurance policies or insurance quotes, indicating that he is aware of the commission's insurance requirements and the costs associated therewith. Additionally, the applicant can file a statement indicating the applicant's purpose for seeking a Class E Certificate, the applicant's 5-year plan if the commission grants the applicant a Class E Certificate,

and such other information that may be contained in a business proposal.

- c. WILLING. Having met the requirements as to “fit and able,” the submitting of the application for operating authority would be sufficient demonstration of the applicant's willingness to provide the authority sought.

S.C. Code Ann. Regs. 103-133 (1) (2012).

V. DISCUSSION

About Time seeks approval to receive a Class E Household Goods Motor Carrier Certificate. ORS performed an inspection of the business, and the evidence presented by both the Applicant and ORS indicates About Time is fit, willing, and able to provide motor carrier services under the requirements of South Carolina law. Furthermore, no person or party notified the Commission of its opposition to certifying About Time's Application. We also note the proposed tariff is reasonable and there is no evidence the rates are discriminatory. Accordingly, the Application of About Time to operate pursuant to a Class E Household Goods motor carrier certificate in South Carolina is approved. Based upon the evidence of record, About Time has demonstrated it is fit, willing, and able to provide and perform the services which it seeks to provide.

“Fitness” was demonstrated by Mr. Banks testifying there are no outstanding judgments pending against Applicant and certifying About Time is familiar with and will comply with all statutes and regulations governing movers of household goods. Further, Applicant, although exempt, is aware of the safety rating.

About Time's “ability” was demonstrated by Applicant's ownership of two box trucks suitable for the business. Applicant has provided insurance quotes, which indicates

Applicant is aware of the Commission's insurance requirements and the costs associated therewith.

Finally, the act of filing the Application satisfies the "willing" requirement. Mr. Banks' testimony further demonstrates Applicant's willingness to provide this moving service in South Carolina.

Applicant has also met the public convenience and necessity requirement. According to shipper witness Leon Scott, South Carolina's rapidly growing population and increased real estate sales creates a need for additional qualified movers. Approving the Application of About Time will help service the demand for qualified, licensed movers and is in the public interest.

Accordingly, the Application of About Time to operate pursuant to a Class E Household Goods motor carrier certificate in South Carolina should be approved. We note the late-filed Tariff, which incorporated rates for two or more trucks per move, is reasonable. There is no evidence the rates are discriminatory; therefore, the revised Tariff should be approved along with the Application.

VI. FINDINGS OF FACT

After review of all the evidence presented in this docket, the Commission makes the following findings of fact:

1. About Time is familiar with, and agrees to comply with, all applicable rules and regulations governing motor carriers operating under a Class E Household Goods Certificate.
2. About Time provided a financial statement indicating it is financially fit to carry out the proposed carrier services.

3. The Commission finds there are no outstanding judgments pending against About Time.

4. The evidence shows About Time currently possesses two moving trucks and has provided adequate proposals for insurance - both liability and cargo.

5. About Time provided a final proposed Tariff, setting forth its hourly rates and service offerings, as well as its rates for two or more trucks. About Time also submitted a Bill of Lading. We find the tariff and business plans as presented to be appropriate.

6. The Affidavit of shipper witness Leon Scott demonstrated the public convenience and necessity is not currently being served.

7. About Time is fit, willing, and able to perform the service it proposes, and the Application should be approved.

8. ORS will ensure that About Time meets all appropriate requirements for the issuance of a Class E Household Goods Certificate.

9. The Commission finds that public convenience and necessity are not already being served by existing authorized services.

VII. CONCLUSIONS OF LAW

1. The Commission concludes that About Time has demonstrated it is fit, willing, and able to appropriately perform the services proposed in the Application, pursuant to the criteria specified in S.C. Code Ann. Regs. 103-133 (1) (2012).

2. The Commission concludes that About Time has established that public convenience and necessity is not already being served by existing authorized service. S.C. Code Ann. Regs. 103-133(1) (2012).

3. The Commission concludes that About Time presented the affidavit of a shipper witness in compliance with S.C. Code Ann. Regs. 103-133(1) (2012).

4. The Commission concludes that a Class E (Household Goods) Certificate of Public Convenience and Necessity should be granted to About Time.

VIII. ORDERING PROVISIONS

IT IS THEREFORE ORDERED:

1. The Application of Willie Banks d/b/a Its About Time Delivery for a Class E (Household Goods Motor Carrier) Certificate of Public Convenience and Necessity is approved for the Applicant to transport household goods to points and places throughout South Carolina.

2. The Bill of Lading and Final Tariff of About Time are approved and attached hereto as Order Exhibits 1 and 2, respectively.

3. About Time shall file with the Office of Regulatory Staff the proper license fees, proof of liability insurance, and other information required by S.C. Code Ann. § 58-23-10 *et seq.*, as amended, and by S.C. Regulations 103-100 through 103-241 of the Commission's Rules and Regulations for Motor Carriers, and S.C. Regulations 38-423 through 38-427, if applicable, within ninety (90) days of the date of this Order, or within such additional time as may be authorized by the Commission.

4. Upon compliance with the filing of information as required by S.C. Code Ann. § 58-23-10 *et seq.*, as amended, and the applicable Regulations for Motor Carriers, a Certificate shall be issued by ORS to About Time authorizing the motor carrier services granted herein.

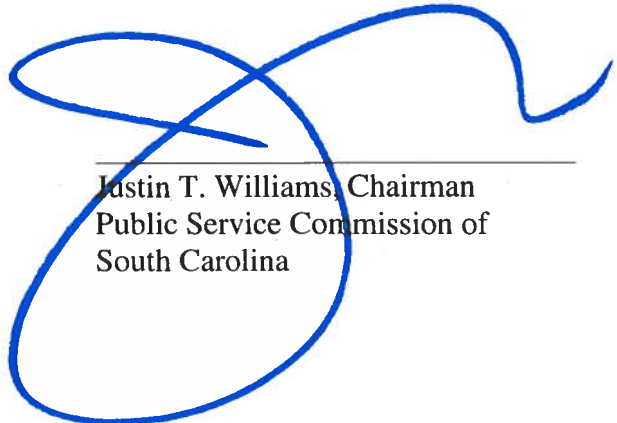
5. The motor carrier's services authorized by this Order may not be provided prior to compliance with the above-referenced requirements and receipt of a Certificate.

6. Failure of About Time to either (1) complete the certification process by complying with the requirements of filing with the ORS proof of appropriate insurance and the payment of license fees and such other information required by law within ninety (90) days of the date of this Order or (2) request and obtain from the Commission additional time to comply with the requirements stated above, this Order granting the Application shall be deemed null and void, and the Application herein shall be dismissed without prejudice. In this event, no further order of this Commission is necessary.

7. Should About Time fail to comply with the requirements set forth in this Order, then ORS is requested to furnish the name and docket number of About Time to the Commission pursuant to the two-month reporting requirement contained in Order Number 2014-443 (May 21, 2014). After such notification, the Docket shall be closed.

8. This Order shall remain in full force and effect until further order of the Commission.

BY ORDER OF THE COMMISSION:



Justin T. Williams, Chairman
Public Service Commission of
South Carolina

UNIFORM HOUSEHOLD GOODS BILL OF LADING AND FREIGHT BILL

PSC

Order Exhibit 1
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Willie Banks d/b/a Its About Time Delivery
1059 Edenbrooke Circle
Anderson, SC 29621
itsabouttimedelivery@gmail.com
PHONE: 864-488-1442

ELECTRONICALLY FILED

SHIPPER _____
ADDRESS _____
FLOOR _____ ELEV. _____ TEL. _____
CITY _____ STATE _____

CONSIGNEE TO _____
ADDRESS _____
FLOOR _____ ELEV. _____ TEL. _____
CITY _____ STATE _____
PREFERRED DELIVERY DATE(S) _____
OR PERIODS OF TIME _____

NOTIFICATION OF WEIGHT & CHARGES

SHIPPER REQUESTS NOTIFICATION OF ACTUAL
WEIGHT & CHARGES TO PARTY SHOWN BELOW
NOTIFY _____ TEL. _____

ADDRESS _____

RECEIVED
SUBJECT TO _____

ROUTING _____

GENERAL
CONDITIONS: _____

RATES, RULES AND REGULATIONS IN

TARIFF _____ SEC. _____

INVOICING

GOV'T. B/L No. _____
BILL CHARGES TO _____

WEIGHT AND SERVICES

☐ SPACE RES. _____ CU. FT.

EXPEDITED SERVICE ORDERED BY SHIPPER DELIVERED ON OR BEFORE

☐ EXCL. USE OF VEH. _____ CU. FT.

THIS SHIPMENT WILL MOVE SUBJECT TO
THE RULES AND CONDITIONS OF THE CAR-
RIER & TARIFF. ALL TERMS PRINTED OR
STAMPED HEREON OR ON THE REVERSE
SIDE HEREOF. SHIPPER HEREBY RELEASES
THE ENTIRE SHIPMENT TO A VALUE NOT
EXCEEDING _____ THE CARRIER'S LI-
ABILITY FOR LOSS AND DAMAGE WILL BE \$60
PER LB. PER ARTICLE UNLESS A GREATER
AMOUNT IS SPECIFIED BY THE SHIPPER.

GROSS _____ TARE _____ NET _____ RATE CHARGES

TRANSPORTATION _____ MILES

ADD'TL. LIAB. CHG. (PER SHIPMENT CHARGE) _____

ADD'TL. TRANS. (SURCHARGE) _____ ☐ ORIG. ☐ DEST. _____

EXTRA PICKUPS OR DELIVERIES: NO. _____ BY _____

AT _____

EXCESSIVE CARRY _____ ELEVATOR _____ STAIRS _____

PIANO HANDLING: OUT _____ IN _____ HOIST _____

ADD'TL. LABOR _____ MEN FOR _____ MAN HOURS _____

WAREHOUSE HANDLING _____

TRANSIT STORAGE: FROM _____ TO _____

S.I.T. VALUATION CHARGE _____

SIGNED _____ Shipper _____ Date _____

TIME RECORD

START _____

FINISH _____

AM AM Customers Initials _____

PM PM Customers Initials _____

JOB HOURS _____

TRAVEL TIME _____

TOTAL HOURS _____

TRANSPORTATION SERVICES HOURLY CHARGE

STRAIGHT TIME

____ VAN(S) ____ MEN ____ HOURS AT \$ ____ PER HR.

OVERTIME SERVICES

____ VAN(S) ____ MEN ____ HOURS AT \$ ____ PER HR.

TRAVEL TIME HOURS at \$ _____

OTHER CHARGES _____

OTHER CHARGES _____

PACKING _____

INSURANCE _____

TOTAL _____

DATE DELIVERED _____

DRIVER _____

APPLIANCE SERVICES

ORIGIN DUE _____

DEST. DUE _____

OTHER CHARGES

CARTAGE: TO WHSE ☐, FROM WHSE ☐, ORIG ☐, DEST ☐ MI _____ QUANTITY _____

BARRELS _____ 5 _____

CARTONS _____ LESS THAN 1 1/2 _____

CARTONS _____ 1 1/2 _____

CARTONS _____ 3 _____

CARTONS _____ 4 1/2 _____

CARTONS _____ 6 _____

CRIB MATTRESS _____

WARDROBES (USE OF) _____

MATTRESS CARTON NOT EXCEEDING 39 x 75 _____

MATTRESS CARTON NOT EXCEEDING 54 x 75 _____

MATTRESS CARTON EXCEEDING 54 x 75 _____

CRATES _____ MIRROR CARTONS _____

TOTAL PACKING _____

TOTAL CHARGES ☐ CHGE ☐ PPD ☐ C.O.D. ☐ G.B.L. _____

TOTAL CHARGES _____

PREPAYMENT: COLLECTED BY _____

BALANCE DUE: COLLECTED BY _____

DELIVERY ACKNOWLEDGEMENT: SHIPMENT WAS RECEIVED IN GOOD CONDITION EXCEPT AS NOTED ON INVENTORY, AND SERVICES ORDERED WERE PERFORMED.

REC'D FOR STORAGE _____ WAREHOUSE _____ CONSIGNEE _____

BY _____ PER _____ DATE _____

(WAREHOUSEMAN'S SIGNATURE) _____

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Sec. 1. (a) The carrier or party in possession of any of the property herein described ("the Property") shall be liable as at common law for any loss thereof or damage thereto, except as provided herein and in the terms of the carrier's tariff.

(b) No carrier or party in possession of all or any of the Property shall be liable for any loss thereof or damage thereto or delay caused by the act of God, the public enemy, the acts of public authority, quarantine, riots, strikes, perils of navigation the act or default of the shipper or owner, the nature, or defect, of the Property. Except in case of negligence of the carrier or party in possession, no carrier or party in possession of all or any of the Property shall be liable for the loss or damage thereto or responsible for its condition, operation, or functioning, whether or not such Property or any part of it is packed, unpacked, or packed and unpacked by the shipper or its agent or the carrier or its agent. Except in case of negligence of the carrier or party in possession, no carrier or party in possession of all or any of the Property shall be liable for damage to or loss of contents of pieces of furniture, crates, bundles, cartons, boxes, barrels or other containers unless such contents are open for the carrier's inspection and then only for such articles as are specifically listed by the shipper and receipted for by the carrier or its agent.

(c) Except in case of negligence of the carrier or party in possession, the carrier or party in possession of any of the Property shall not be liable for delay caused by highway obstruction, faulty or impassable highway, or lack of capacity of any highway, bridge, or ferry, or caused by breakdown or mechanical defect of vehicles or equipment.

(d) Except in case of negligence of the carrier or party in possession, the carrier or party in possession shall not be liable for loss, damage, or delay occurring while the Property is stopped and held or stored in transit upon request of the shipper, owner, or party entitled to make such request, whether such request was made before or after the carrier comes into possession of the Property.

(e) In case of quarantine, the Property may be discharged at the risk and expense of the owners into quarantine depot or elsewhere, as required by quarantine regulations, or authorities, and in such case, carrier's responsibility shall cease when the Property is so discharged, or Property may be returned by carrier at owner's expense to shipping point earning charges both ways. Quarantine expenses of whatever nature or kind upon or in respect to Property shall be borne by the owners at the Property or be a lien thereon. The carrier shall not be liable for loss or damage occasioned by fumigation or disinfection or other acts done or required by quarantine regulations or authorities even though the same may have been done by carrier's officers, agents, or employees, nor for detention, loss, or damage of any kind occasioned by quarantine or the enforcement thereof. No carrier shall be liable, except in case of negligence, for any mistake or inaccuracy in any information furnished by the carrier, its agents, or officers, as to quarantine laws or regulations. The shipper shall hold the carriers harmless from any expense they may incur or damages they may have to pay, by reason of the introduction of the Property covered by this contract into any place against the quarantine laws or regulations in effect at such place.

Sec. 2. (a) No carrier is bound to transport said Property by any particular schedule, vehicle, train, or vessel or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said Property by any carrier or route between the point of shipment and the point of destination. In all cases not prohibited by law, where a value lower than actual value has been represented in writing by the shipper or has been agreed upon in writing as the released value of the Property as determined by the classification or tariffs upon which the rate is based, such lower value shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence.

(b) As a condition precedent to recovery, claims must be filed in writing with the receiving or delivering carrier, or carrier issuing this bill of lading, or carrier in possession of the Property, when the loss, damage, injury or delay occurred within 14 days after delivery of the Property (or in case of export traffic, within nine months after delivery at port of export) or, in case of failure to make delivery, then within nine months after a reasonable time for delivery has elapsed; and suits shall be instituted against any carrier only within two years and one day from the day when notice in writing is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts thereof specified in the notice. Where claims are not filed or suits are not instituted thereon under the foregoing provisions, no carrier hereunder shall be liable and such claims will not be paid.

(c) Any carrier or party liable because of loss or damage to any of the Property shall have the full benefit of any insurance that may have been effected upon or on account of said Property so far as this shall not avoid the policies or contracts of insurance; provided that the carrier reimburse the claimant for the premium paid thereon.

Sec. 3. Unless such service is required as the result of carrier's negligence, all Property shall be subject to necessary cooperation, packing and repacking at owner's cost.

Sec. 4. (a) Property not received by the party entitled to receive it within the free time (if any) allowed by tariffs lawfully on file (such free time to be computed as therein provided) after notice of the arrival of the Property at destination or at the port of export (if intended for export) has been duly sent or given, and after placement of the Property for delivery at destination, or at the time tender of delivery of the Property to the party entitled to receive it or at the address given for delivery has been made, may be kept in vehicle, warehouse, or place of business of the carrier, subject to the tariff charge for storage and to carrier's responsibility as warehouseman, only, or at the option of the carrier, may be removed to and stored in a warehouse at the point of delivery or at other available points, at the cost of the owner, and there held without liability on the part of the carrier, and subject to a lien for all transportation and other lawful charges, including a reasonable charge for storage. If the consignee cannot be found at the address given for delivery, then in that event, notice of placing such goods in warehouse shall be left at the address given for delivery and mailed to any other address given on the bill of lading for notification, showing the warehouse in which such Property has been placed, subject to this paragraph.

(b) Where nonperishable Property transported to destination hereunder is refused by consignee or the party entitled to receive it upon tender of delivery, or the consignee or party entitled to receive it fails to receive it or claim within 15 days after notice of arrival of the Property at destination shall have been duly sent or given, the carrier may sell the same at public auction to the highest bidder, at such place as designated by the carrier; provided, that the carrier shall have first mailed, sent, or given to the consignor notice that the Property has been refused or remains unclaimed and that it will be subject to sale under the terms, of the bill of lading if disposition be not arranged for, and shall have published notice containing a description of the Property, the name of the party to whom consigned, and the time and place of sale, once a week for two successive weeks, in a newspaper of general circulation at the place of sale or nearest place where such newspaper is published; provided that 30 days shall have elapsed before publication of notice of sale after the notice that the Property was refused or remains unclaimed was mailed, sent, or given.

(c) Where perishable Property transported to destination is refused by consignee or party entitled to receive it, or consignee or party entitled to receive it shall fail to receive it promptly, the carrier may, in its discretion, to prevent deterioration, or further deterioration, sell the same to the best advantage at private or public sale; provided, that if there be time for service of notification on the consignor or owner of the refusal of the Property or the failure to receive it and request for disposition of the Property, such notification shall be given, in such manner as the exercise of due diligence requires before the Property is sold.

(d) Where the procedure provided for in the two paragraphs last preceding is impossible, it is agreed that nothing in said paragraphs shall be construed to abridge the right of the carrier at its option to sell the Property under such circumstances and in such manner as authorized by law.

(e) The proceeds of any sale made under this section shall be applied by the carrier to the payment of advances, tariff charges, packing, storage, and any other lawful charges and the expense of notice, advertisement, sale, and other necessary expense and of caring for and maintaining the Property, if proper care of the same requires special expense; and should there be a balance, shall be paid to the owner of the Property sold.

(f) Where the carrier is directed to load Property from (or render any services at) a place or places at which the consignor or his agent is not present, the Property shall be at the risk of the owner before loading.

(g) Where the carrier is directed to unload or deliver Property (or render any services) at the place or places at which the consignee or its agent is not present, the Property shall be at the risk of the owner after unloading or delivery.

Sec. 5. No carrier hereunder will carry or be liable in any way for any documents, specie, or for any articles of extraordinary value not specifically rated in the published classification or tariffs unless a special agreement to do so and a stipulated value of the articles are endorsed hereon.

Sec. 6. Explosives or dangerous goods will not be accepted for shipment. Every party whether principal or agent shipping such goods shall be liable for and indemnify the carrier against all loss or damage caused by such goods and carrier will not be liable for safe delivery of the shipment.

Sec. 7. The owner or consignee shall pay the advances, tariff charges, packing and storage, if any, and all other lawful charges accruing on the Property; but, except in those instances where it lawfully may do so, no carrier shall deliver or relinquish possession at destination of the Property covered by this bill of lading until all tariff rates and charges thereon have been paid. The consignor shall be liable for the advances, tariff charges, packing, storage and, all other lawful charges, except that if the consignor stipulates, by signature, in the space provided for that purpose on the face of this bill of lading that the carrier shall not make delivery without requiring payment of such charges and the carrier, contrary to such stipulation shall make delivery without requiring such payment, the consignor (except as hereinafter provided) shall not be liable for such charges; Provided, that, where the carrier has been instructed by the shipper or consignor to deliver said Property to a consignee other than the shipper or consignor, such consignee shall not be legally liable for transportation charges in respect of the transportation of the Property (beyond those billed against him at the time of delivery for which he is otherwise liable) which may be found to be due after the Property has been delivered to him. If the consignee (a) is an agent only and has no beneficial title in the Property, and, (b) before delivery of the Property has notified the delivering carrier in writing of the fact of such agency and absence of beneficial title, and in the case of a shipment reconsigning or diverted to a point other than that specified in the original bill of lading, has also notified the delivering carrier in writing of the name and address of the beneficial owner of the Property; and in such cases the shipper or consignor, or, in the case of a shipment so reconsigning or diverted, the beneficial owner, shall be liable for such additional charges. If the consignee has given to the carrier erroneous information as to who the beneficial owner is, such consignee shall himself be liable for such additional charges. Nothing herein shall limit the right of the carrier to require at time of shipment, the prepayment of the charges. If upon inspection it is ascertained that the articles shipped are not those described in this bill of lading, the advances or tariff charges must be paid upon the articles actually shipped.

Sec. 8. If this bill of lading is issued on the order of the shipper, or his agent, in exchange or in substitution for another bill of lading, the shipper's signature to the prior bill of lading as to the statement of value or otherwise, or election for common law or bill of lading liability, in or in connection with such prior bill of lading, shall be considered a part of this bill of lading as fully as if the same were written or made in or in connection with this bill of lading.

Sec. 9. Any alteration, addition or erasure in this bill at lading which shall be made without the special notation of the agent of the carrier issuing this bill of lading shall be without effect and this bill of lading shall be enforceable according to its original tenor.

Willie Banks d/b/a Its About Time Delivery -South Carolina Household Goods
Tariff

**REGULATIONS AND SCHEDULE OF CHARGES APPLICABLE TO
CERTAIN INTRASTATE HOUSEHOLD GOODS MOVES WITHIN
THE STATE OF SOUTH CAROLINA**

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Applicability of Tariff

This tariff contains the regulations and rates applicable to the provision of intrastate household goods moved by Willie Banks d/b/a Its About Time Delivery ("Its About Time"). These services are furnished between points and places in all South Carolina counties.

SECTION 1

1.0 Transportation Charges

Transportation Charges include the hourly rates as listed below.

1.1 Hourly Rates and Charges

Moves will be conducted on a "straight time" basis, with a minimum hourly charge as set out below plus actual travel time. The clock starts at the appropriate hourly rate when the movers leave the Its About Time office location, and includes the movers estimate return time to the office location.

Number of Movers	Hourly Weekday Charge	Hourly Weekend Charge (Saturday & Sunday)
Two Movers and a Truck	\$140.00	\$160.00
Three Movers and a Truck	\$175.00	\$195.00
Four Movers and a Truck	\$200.00	\$220.00
Each Additional Mover	\$40.00 per man/per hr.	\$ 40.00 per man/per hr.
Two Trucks Hourly Rate: Starts @ \$280.00/hr., (Monday-Thursday) or \$320/hr. (Friday-Sunday) minimum of 4 movers. Each additional mover will be an additional \$40.00 an hour, and each additional truck will be an additional \$50.00 an hour, with a minimum of four movers at \$40 per hour each.		

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1.2 Office Hours / Minimum Hourly Charges:

Monday- Thursday	Three-Hour Minimum Charge
Friday- Sunday	Four-Hour Minimum Charge
Recognized Federal Holidays	Four- Hour Minimum Charge

After the minimum hourly charge, the hourly rates are calculated in fifteen-minute increments. Any interim charge is rounded up to the next fifteen-minute increment. If customers cancel within 48 hours of their move, Its About Time will charge the applicable minimum. Customers are not charged an additional fee for overtime labor.

SECTION 2

2.0 Additional Services

The following charges shall be assessed in addition to the hourly rates quoted in Section 1 of this tariff, in connection with a move involving additional items:

2.1 Bulky Article Charges (per item)

- Floor Model Television (48" or above) - \$120
- Pool Tables- \$275
- Gun cabinet - \$90
- Steel Gun Cabinet (in excess of 400 lbs.) - \$150
- Hot Tubs, Whirlpools - \$250
- Riding Lawnmowers- \$120
- Freezers - \$90
- Flat Screen Televisions (41" or above) - \$70.00
- Golf Carts - \$150
- Pianos - \$275

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2.2 Elevator or Stair Carry

Its About Time charges an additional fee of \$25 per flight of stairs for elevator or stair carry.

2.3 Excessive Distance or Long Carry Charges

Its About Time does not charge an additional fee for carrying articles an excessive distance to or from the motor vehicle.

2.4 Pick Up and Delivery

Its About Time charges an additional fee of \$75 per stop for making additional pick-ups or deliveries after the initial stop.

2.5 Packing and Unpacking

2.5.1 Its About Time does not charge a separate fee for packing and unpacking. The packing rate is the same as the hourly rate listed in Section 1; plus, the price of packing materials as listed on Appendix A.

2.5.2 Its About Time is not responsible for items packed by the customer. Boxes containing fragile or breakable items must be properly labeled. Its About Time reserves the right to decline any moves consisting of extremely large or fragile items.

2.7 Articles, Special Servicing

The rates and charges in this tariff do not include servicing or connection of appliances such as freezers, refrigerators, computer equipment, washers, dryers, televisions, and similar articles.

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2.8 Waiting Time

The customer is charged the rates specified in Section 1 for all waiting time or delays which are not the fault of Its About Time.

SECTION 3

3.0 Rules and Regulations

3.1 Claims

3.1.1 All claims for loss, damage or overcharge must be written and should be attached to the Bill of Lading.

3.1.2 Claimant must notify carrier of all claims for concealed damage within 14 days of the move. Its About Time must be given reasonable opportunity to inspect damaged items.

3.1.3 Although our movers will be careful with your possessions, from time to time damages may occur. If damages are caused by our service, Its About Time reserves the right to repair the damage(s) in question. If we determine that damages cannot be repaired, we reserve the right to either replace or compensate (actual cash value) for the damage. If there is damage, notify Its About Time immediately. Its About Time will complete a Damage Report before leaving your site. If you discover damage after the move, call the office within 14 days of your move. No damage claims will be honored until the charges for moving services are paid in full. You will be asked to sign a Release of Liability acknowledging this.

3.2 Computing Charges

Its About Time's rates are computed by multiplying the applicable hourly rate by the time as provided in Section 1.

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3.3 Governing Publications

Its About Time's rates and charges are governed by the terms and conditions of this tariff, and the Rules and Regulations of the South Carolina Public Service Commission.

3.4 Valuation

3.4.1. Standard. Its About Time Delivery maximum liability shall be \$0.60 per pound for the actual weight of any lost or damaged article or articles. A claim for any article that may be lost, destroyed or damaged while in custody of Its About Time Delivery will be settled based on the value of the item or damage up to a maximum of the weight of the article times \$.60 per pound.. This value is often less than the actual value of your article(s).

3.4.2. Additional coverage is available upon request, or may be obtained from third-party providers

3.5 Items of Particular Value

Its About Time does not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured there from. Its About Time will not accept responsibility for safe delivery of such articles if they come into Its About Time's possession with or without Its About Time's knowledge.

3.6 Bill of Lading, Contract Terms, and Conditions

Each customer will be provided with a copy of Its About Time's Bill of Lading. The terms and conditions of the Bill of Lading, attached hereto, are hereby incorporated by reference.

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3.7 Delays

Its About Time shall not be liable for any delays in transporting household goods resulting from an Act of God or fault or neglect of any unforeseen entities.

SECTION 4

4.0 Promotions

Its About Time shall apply the following promotions, in a uniform and nondiscriminatory fashion:

4.1 Military/Senior Citizens

A promotional rate of normal hourly service charges for moving, packing and unpacking items listed below will be applied for customers who are active-duty military, disabled veterans, and senior citizens (age 65 or over) that provide proper proof of same. Extra chargeable items will follow rates in Section 2. Moves will be conducted on a "straight time" basis, with a minimum hourly charge as set out in Section 1.2 plus actual travel time. The clock starts at the appropriate hourly rate when the movers leave the Its About Time office location, and the movers estimate return time to the office location. The hourly rates and charges are indicated below:

Weekday (Mon-Friday)

Number of Movers	Hourly Rate
Two Men and a Truck	\$120.00
Three Men and a Truck	\$155.00
Four Men and a Truck	\$180.00
Each Additional Man	\$35.00 per man/per hour

Weekend (Sat-Sunday)

Number of Movers	Hourly Rate
Two Men and a Truck	\$140.00
Three Men and a Truck	\$175.00
Four Men and a Truck	\$200.00
Each Additional Man	\$35.00 per man/per hour

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PRICING FOR PACKING MATERIALS:	
Boxes (Small, Medium, Large)	\$2.00 per box
Wardrobe Box	\$2.00 per box
Packing Paper ((30in x 24in)	\$10.00 per roll
Bubble Wrap (12in x 10in)	\$5.00 per roll
Tape	\$4.00 per roll
Shrink Wrap	\$25 per roll
Mattress Bags	\$10 per bag
Mirror Carton Box	\$5 per carton (includes 4 pieces)
Paper Pads	\$10 per /pad
Wine/Bottle Boxes	\$10 per box
TV Boxes	\$25 per/box
Tall Boxes (for rugs, carpet rolls, fishing poles)	\$5/per box
Picture Boxes	\$10/per box

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